

DEC 19 1978 - 8 42 AM

INTERSTATE COMMERCE COMMISSION

SUPPLEMENTAL INDENTURE

Dated as of November 15, 1978

Between

FIRST SECURITY BANK OF UTAH, N.A.,
not in its individual capacity, but solely
as trustee severally for each of ITT Industrial
Credit Company and Northwestern National Bank
of Minneapolis under a Master Trust Agreement
dated as of October 1, 1976 between it and
Itel Capital Services Corporation,
as Owner Trustee

and

UNITED STATES TRUST COMPANY OF NEW YORK,
not in its individual capacity, but solely
as trustee under a Trust Indenture dated as of
October 1, 1976 between it and the Owner Trustee,
as Trustee

Supplemental to Trust Indenture dated
as of October 1, 1976

SCOULAR-BISHOP GRAIN COMPANY
(1978) Equipment Trusts No. 1 and No. 2

SUPPLEMENTAL INDENTURE

THIS SUPPLEMENTAL INDENTURE dated as of November 15, 1978 supplementing the Trust Indenture dated as of October 1, 1976 (the Indenture) between UNITED STATES TRUST COMPANY OF NEW YORK, a New York corporation, as trustee severally for each of ITT Industrial Credit Company and Northwestern National Bank of Minneapolis (the Trustee), and FIRST SECURITY BANK OF UTAH, N.A., a national banking association, not in its individual capacity, but solely as trustee (the Owner Trustee) under a Master Trust Agreement dated as of October 1, 1976 between it and IteL Capital Services Corporation.

W I T N E S S E T H :

Whereas, the Lessee herein named has executed and delivered to the Owner Trustee the Lease herein defined;

Whereas, the Participation Agreement herein defined has been executed and delivered;

Whereas, pursuant to Section 15.01 of the Indenture, each separate exhibit attached hereto creates a separate Supplement (Supplement) (numbered the number set forth and dated the date set forth in each said exhibit) with respect to each series of promissory notes referred to in said exhibit;

Whereas, the Indenture was filed and recorded with the Interstate Commerce Commission on August 16, 1978 at 1:50 p.m. and given recordation number 9644-A;

N o w, T h e r e f o r e, in consideration of the premises and of other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

SECTION 1.01. The terms used in each Supplement shall, except as otherwise stated, have the meanings assigned to them in the Indenture.

SECTION 1.02. For the purposes of each Supplement, and of the Indenture insofar as it relates to the series of Notes created by each Supplement, the terms Maximum Aggregate Principal Amount, Rate of Interest, Interest Payment Dates, Principal Payment Dates, Long-Term Debt Rate Commencement Date, First Interest Payment Date, First Principal Payment Date, Last Principal Payment Date, Rate of Interest on Overdue Payments of Principal, Premium and Interest, Premium Payable on Prepayment of Notes on Termination Date, Related Beneficiary and Related Beneficiary's Counsel shall have the meanings with respect to Notes of each Series set forth in the Exhibit A hereto; and the following terms shall have the following meanings for all purposes and, together with all other defined terms herein, shall include the plural as well as the singular:

Equipment, and individually an Item or Item of Equipment, shall mean the items of equipment described in Exhibit B hereto, and, with respect to each Item of Leased Equipment, Group of Equipment shall have the meanings set forth in the Lease.

Lease shall mean the equipment lease between the Scoular-Bishop Grain Company and the Owner Trustee, dated as of November 15, 1978.

Lessee shall mean Scoular-Bishop Grain Company.

Lessee's Counsel shall mean the counsel named as "Lessee's Counsel" in the Participation Agreement.

Notes of each Series shall mean the promissory notes of the series created by each Supplement identified in Exhibit A hereto.

Participation Agreement shall mean the Participation Agreement dated as of the date hereof among the Owner Trustee, the Trustee, the Lessee, each Related Beneficiary, and each entity named therein as "Lender," which Participation Agreement contemplates the issue of the Notes of each Series and the investment in the Related Equipment by each Related Beneficiary.

ARTICLE II

SERIES OF NOTES ESTABLISHED BY EACH SUPPLEMENT

SECTION 2.01. There are hereby established each separate series of promissory notes identified in Exhibit A hereto to be known and entitled as set forth therein. Notes of each Series in an aggregate principal amount not exceeding the Maximum Aggregate Principal Amount relating to such series, except as provided in Section 3.09 of the Indenture, may be executed, authenticated and delivered in accordance with Section 3.05 of the Indenture.

SECTION 2.02. Each Note of each Series shall be dated the date of its authentication which shall be a Closing Date. The Notes of each Series shall bear interest from and including their respective dates on the unpaid principal balance thereof at the Rate of Interest with respect to such series, payable at the frequency set forth in Exhibit A hereto with respect to such series on the Interest Payment Dates of each year commencing on the First Interest Payment Date. The principal of each Note of each Series shall be payable in installments on the Principal Payment Dates in each year commencing on the First Principal Payment Date and ending on the Last Principal Payment Date. The amount of each payment shall be set forth on the Loan Schedule attached to such Note. Except in the case of any payments of interest only, all payments on each Note, unless otherwise set forth in Exhibit A hereto, are to be consecutive level

payments of principal and interest, except further that the last such payment shall be in an amount sufficient to discharge all unpaid principal of and premium, if any, and accrued interest on such Note in full.

SECTION 2.03. To the extent permitted by law, the Notes of each Series shall also bear interest on any part of the principal thereof or premium, if any, or interest thereon not paid when due for the period when the same shall be overdue at the Rate of Interest on Overdue Payments of Principal, Premium and Interest. Unless an Event of Default (as defined in the Lease) shall occur and be continuing, interest payable on any overdue payment of principal, premium or interest shall be paid only from amounts collected by the Trustee as interest at the Overdue Rate (as defined in the Lease) under the terms of the Lease.

ARTICLE III

CONDITIONS TO ISSUE OF NOTES OF EACH SERIES

SECTION 3.01. The opinion of Owner Trustee's Counsel, the opinion of Related Beneficiary's Counsel, the opinion of Trustee's Counsel and the opinion of Lender's Counsel specified in the Participation Agreement shall be to the further effect, if any, specified in Exhibit A hereto with respect to each series.

SECTION 3.02. The requirements and conditions set forth in Section 15.02 of the Indenture shall also include those, if any, set forth in Exhibit A hereto with respect to each series.

ARTICLE IV

PREPAYMENT

SECTION 4.01. The Notes of each Series shall also be subject to prepayment upon the terms and conditions, if any, set forth in Exhibit A with respect to each such series.

ARTICLE V

RELATED BENEFICIARY

SECTION 5.01. The address to which notice to each Related Beneficiary shall be addressed is set forth in Exhibit A hereto.

ARTICLE VI

SECURITY FOR NOTES OF EACH SERIES

SECTION 6.01. Except as provided in Article II of the Trust Indenture, the Owner-Trustee does by its execution and delivery of this Supplemental Indenture grant, bargain, sell, convey, assign, mortgage,

transfer, set-over, grant a security interest in and confirm unto the Trustee and to its successors and assigns in Trust, all of the Owner-Trustee's right, title and interest in and to the Lease, the Equipment, the Guaranty dated as of November 15, 1978 by The Scoular Company and the Remarketing Agreement dated as of November 15, 1978 among the Owner-Trustee, the Beneficiaries and Itel Corporation, Equipment Finance Division. If less than all Groups of Equipment subject to the Lease are to be security for the Notes of each Series, the Groups of Equipment which are to be security for the Notes of each such Series are identified in Exhibit A hereto with respect to each such series. Notwithstanding anything herein or in the Indenture to the contrary, upon the payment in full, including prepayment as provided for herein or in the Indenture, of all of the Notes relating to a Group of Equipment, the security interest created by the Indenture and hereby with respect to Items of Leased Equipment belonging to such Group shall terminate.

ARTICLE VII

MODIFICATION OF INDENTURE AND SUPPLEMENTAL INDENTURE

SECTION 7.01. This Supplemental Indenture and the Indenture, insofar as it relates to the Notes of each Series, are hereby amended and modified to the extent and in the manner set forth in Exhibit A relating to each such series.

ARTICLE VIII

MISCELLANEOUS

SECTION 8.01. Although this Supplemental Indenture may be dated for convenience and for the purpose of reference as of the date mentioned, the actual dates of execution by the Owner Trustee and the Trustee are as indicated by their respective acknowledgements hereto annexed.

SECTION 8.02. This Supplemental Indenture may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which, when so executed and delivered, shall

be an original, but all such counterparts shall together constitute but one and the same instrument. Fully executed sets of counterparts shall be delivered to, and retained by the Owner Trustee and the Trustee.

IN WITNESS WHEREOF, the parties hereto have each caused this Supplemental Indenture to be duly executed by their respective officers thereunto duly authorized, as of the date set forth in Exhibit A hereto.

FIRST SECURITY BANK OF UTAH, N.A.,
not in its individual capacity, but
solely as trustee for ITT Industrial
Credit Company under a Master Trust
Agreement dated as of October 1, 1976
between it and Itel Capital Services
Corporation,

as Owner Trustee

By


Authorized Officer

Attest:


Authorized Officer

FIRST SECURITY BANK OF UTAH, N.A.,
not in its individual capacity, but
solely as trustee for Northwestern
National Bank of Minneapolis under a
Master Trust Agreement dated as of
October 1, 1976 between it and Itel
Capital Services Corporation,

as Owner Trustee

By


Authorized Officer

Attest:


Authorized Officer

UNITED STATES TRUST COMPANY OF NEW
YORK, not in its individual capacity,
but solely as trustee under a Trust
Indenture dated as of October 1, 1976
between it and the Owner Trustee,
as Trustee

[Corporate Seal]

By _____
Assistant Vice President

Attest:

Assistant Secretary

STATE OF NEW YORK,)
) ss.
COUNTY OF NEW YORK.)

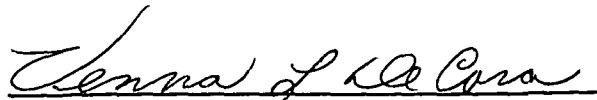
On this _____ day of _____, 1978, before me personally appeared _____, to me personally known, who, being by me duly sworn, says that he is an Assistant Vice President of UNITED STATES TRUST COMPANY OF NEW YORK, that one of the seals affixed to the foregoing instrument is the corporate seal of said banking corporation and that said instrument was signed and sealed on behalf of said banking corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said banking corporation.

Notary Public

[NOTARIAL SEAL]

STATE OF UTAH,)
) ss.
COUNTY OF SALT LAKE.)

On the 13 day of Dec, 1978, before me personally appeared, WILLIAM C. MCGREGOR, to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of FIRST SECURITY BANK OF UTAH, N.A., that one of the seals affixed to the foregoing instrument is the seal of said national banking association and that said instrument was signed and sealed on behalf of said national banking association by authority of its By-laws and he acknowledges that the execution of the foregoing instrument was the free act and deed of said national banking association.



Notary Public

My Commission Expires November 15, 1981

[NOTARIAL SEAL]

EXHIBIT A-1

(Series 1A-1B)

<u>Supplement Number:</u>	Supplement No. 258
<u>Date of Supplement:</u>	As of November 15, 1978
<u>Name of Lessee:</u>	Scoular-Bishop Grain Company
<u>Title of Notes of This Series:</u>	Promissory Notes, Series 1A-1B Scoular-Bishop Grain Company 1978 Equipment Trust No. 1)
<u>Maximum Aggregate Principal Amount of Notes of All Series:</u>	\$3 million
<u>Frequency of Interest Payments:</u>	Quarterly in arrears
<u>Rate of Interest on Notes of These Series:</u>	Notes of these Series shall bear interest from and including their respective dates of issuance to but excluding the date payment in full of the respective principal amount thereof is made at the rate of 10.25% per annum.
<u>Premium Payable on Prepayment of Notes on Termination:</u>	For purposes of each Supplement, if any prepayment of Notes of these series is to be made as contemplated by Section 14 of the Lease, such prepayment shall be made at a price equal to the principal amount of said Notes and all interest accrued and unpaid thereon to the date of prepayment plus a premium as follows:

<u>With respect to Series 1A, If Prepayment Occurs During 12 Month Period Commencing</u>	<u>Premium As Percentage of Outstanding Principal</u>
01/15/89	5.125%
01/15/90	4.6125%
01/15/91	4.10%
01/15/92	3.5875%
01/15/93	3.075%
01/15/94	2.5625%
01/15/95	2.05%
01/15/96	1.5375%
01/15/97	1.025%
01/15/98	0.5125%

<u>With respect to Series 1B, If Prepayment Occurs During 12 Month Period Commencing</u>	<u>Premium As Percentage of Outstanding Principal</u>
02/15/89	5.125%
02/15/90	4.6125%
02/15/91	4.10%
02/15/92	3.5875%
02/15/93	3.075%
02/15/94	2.5625%
02/15/95	2.05%
02/15/96	1.5375%
02/15/97	1.025%
02/15/98	0.5125%

Principal and Interest
Payment Dates:

With respect to Series 1A, April 15, July 15, October 15 and January 15 of each year. With respect to Series 1B, May 15, August 15, November 15 and February 15.

	<u>Series 1A</u>	<u>Series 1B</u>
<u>First Interest Payment Date:</u>	04/15/79	05/15/79
<u>First Principal Payment Date:</u>	04/15/79	05/15/79
<u>Last Principal Payment Date:</u>	01/15/99	02/15/99

Rate of Interest on Overdue Payments
of Principal, Premium and Interest:

A rate per annum equal to 12-1/4% but in no event at a rate per annum greater than that permitted by applicable law.

Name and Address of
Related Beneficiary:

Northwestern National Bank of
Minneapolis
7th and Marquette
Minneapolis, Minnesota 55480
Attn: Mr. Perry Mead

Related
Beneficiary's Counsel:

Faegre & Benson
1300 Northwestern Bank Building
Minneapolis, Minnesota 55402
Attn: David Beadie, Esq.

Additional Security
Pursuant to Section
2.01 of Indenture:

For purposes of each Supplement, all of the Owner Trustee's right, title and interest in and to the Guaranty and the Remarketing Agreement described in Section 6.01 of each Supplement, except all the Indemnified Persons' respective rights to payments thereunder with respect to indemnification by the Lessee under the Lease.

Modifications of
Provisions of Indenture:

(A) For purposes of this Supplement, Section 1.03(f) of the Indenture is hereby amended by deleting the words "Messrs. Mudge Rose Guthrie & Alexander, 20 Broad Street, New York, New York 10005" in the definition of Lenders' Counsel and Trustee's Counsel and inserting in lieu thereof the words "Messrs. Cravath, Swaine & Moore, One Chase Manhattan Plaza, New York, New York 10005".

(B) For purposes of this Supplement, Section 3.07 of the Indenture is hereby amended by deleting the number "10.01" in the ninth line thereof and inserting in lieu thereof the numbers and words "8.01(b), (c) and (d), 10.01 and Article XIII".

(C) For purposes of this Supplement, Section 3.09 of the Indenture is hereby amended by inserting the words "or any other authorized representative of such party" between the words "Vice President" and "thereof" in the nineteenth line thereof.

(D) For purposes of this Supplement, Section 4.05 of the Indenture is hereby amended by inserting the words ", at its own expense," between the words "shall" and "furnish" in the fifth line thereof.

(E) For purposes of this Supplement, Section 4.06 of the Indenture is hereby amended by deleting the words "(a) pay to the Trustee the charge specified by the Trustee as necessary to cover the cost of such transfer or exchange and (b)" in the third and fourth lines thereof.

(F) For purposes of this Supplement, Section 4.08 of the Indenture is hereby amended by inserting the words ", unless an Event of Default under the Related Lease shall have occurred and be continuing" after the word "Lease" in the sixth line of paragraph (4) thereof.

(G) For purposes of this Supplement, Section 6.01 of the Indenture is hereby amended by inserting the words "(or, if such payment is received by the Trustee prior to the date it is required to be paid under the Related Lease, on the date such payment was required to be made)" between the words "Trustee" and "in" in the fifth line thereof.

(H) For purposes of this Supplement, Section 6.03 of the Indenture is hereby amended by (i) deleting the letter "(a)" in the second line thereof, (ii) deleting the words "paragraph (a) of" in the fourth line thereof and (iii) deleting the words "and after the Trustee has declared (as assignee from the Owner Trustee of the Related Lease) the Related Lease to be in default" in the fourth and fifth lines thereof.

(I) For purposes of this Supplement, Section 6.07 of the Indenture is hereby amended by (i) deleting the words "Related Event of Default or" in the first and sixth lines thereof and (ii) deleting the words "a Related Event of Default or" in the third line thereof.

(J) For purposes of this Supplement, Section 8.01 of the Indenture is hereby amended by (i) deleting the word "and" in the seventh line of paragraph (b) thereof, (ii) deleting the words "permit the Trust Agreement to be" in the first and second lines of paragraph (c) thereof and inserting in lieu thereof the words "terminate the Related Lease or permit the Trust Agreement to be terminated or", (iii) deleting the period at the end of paragraph (c) thereof and inserting in lieu thereof the word "; and", and (iv) inserting the following paragraph (d) immediately following paragraph (c) thereof:

"(d) The Owner Trustee will not, without the prior written consent of the Trustee, take any action which would interfere with the quiet possession by the Related Lessee of the Related Equipment as provided in the Related Lease."

(K) For purposes of this Supplement, Section 8.02 of the Indenture is hereby amended by (i) inserting the words "or shall breach" between the words "perform" and "any" in the first line of paragraph (b) thereof, (ii) deleting the words "and continuance of such failure" in the third line of paragraph (b) thereof and inserting in lieu thereof the words, "irrespective of any limitation of liability of the Owner Trustee contained herein or therein, and continuance of such failure or breach", (iii) deleting the word "or" in the seventh line of paragraph (b) thereof, (iv) inserting the words "or shall breach" between the words "perform" and "any" in the first line of paragraph (c) thereof, (v) deleting the words "and continuance of such a failure" in the third line of paragraph (c) thereof and inserting in lieu thereof the words ", irrespective of any limitation of liability of such Related Beneficiary contained herein or therein, and continuance of such a failure or breach", (vi) deleting the period at the end of paragraph (c) thereof and inserting in lieu thereof the word "; or" and (vii) inserting the following paragraph (d) immediately following paragraph (c) thereof:

"(d) the Owner Trustee shall fail to make any payment of principal or interest on any Note (irrespective of any limitation of liability of the Owner Trustee contained herein or therein) within ten days after having received written notice that the same is due and has not been paid."

(L) For purposes of this Supplement, Section 8.04 of the Indenture is hereby amended by inserting the words "or for foreclosure or sale of the Owner Trustee's interest therein or in the Related Lease" between the words "Equipment," and "and" in the fifth line of paragraph (2) thereof.

(M) For purposes of this Supplement, Section 10.06 of the Indenture is hereby amended by deleting "Section 10.01" in the third line thereof and inserting in lieu thereof "Section 3.07".

(N) For purposes of this Supplement, Article XIV of the Indenture is hereby amended by adding Section 14.05 thereto which shall read in full as follows:

"Section 14.05. Trustee's Consent Referred to in Section 14(b) of the Lease. Except as otherwise provided in the second sentence of Section 14(b) of the Lease, the Trustee shall not deliver the written consent referred to in the first sentence of Section 14(b) of the Lease unless Trustee shall have obtained the prior written consent of the registered owners of all Notes then outstanding of such series of Notes to be affected.

(O) For purposes of this Supplement, notwithstanding the provisions of Sections 3.06 and 5.01 of the Indenture with respect to the form of the Note, payments shall not be level consecutive payments of principal and interest, but rather, for each \$1,000,000 of principal amount of said Notes, payments of principal and interest shall be as follows:

Series 1A

<u>Principal Payment Dates</u>	<u>Payment (consisting of principal and interest on unpaid principal) per Principal Payment Date based upon \$1,000,000 principal amount of Note</u>
04/15/79 through 10/15/89	\$30,178.92
01/15/90 through 10/15/90	28,562.63
01/15/91 through 10/15/91	26,796.16
01/15/92 through 10/15/92	26,200.67
01/15/93 through 10/15/93	25,572.85
01/15/94 through 10/15/94	24,910.95
01/15/95 through 10/15/95	24,213.13
01/15/96 through 10/15/96	23,477.43
01/15/97 through 10/15/97	33,195.90
01/15/98 through 10/15/98	35,836.28
01/15/99	35,834.63

Series 1B

<u>Principal Payment Dates</u>	<u>Payment (consisting of principal and interest on unpaid principal) per Principal Payment Date based upon \$1,000,000 principal amount of Note</u>
05/15/79 through 11/15/89	\$29,535.99
02/15/90 through 11/15/91	36,098.92
02/15/92 through 11/15/92	25,606.00
02/15/93 through 11/15/93	24,992.03
02/15/94 through 11/15/94	24,344.73
02/15/95 through 11/15/95	23,662.30
02/15/96 through 11/15/96	22,942.82
02/15/97 through 11/15/97	32,489.03
02/15/98 through 11/15/98	34,866.14
02/15/99	34,865.44

(P) For the purposes of this Supplement, Section 15.02 of the Indenture is hereby amended by deleting such Section in its entirety and inserting in lieu thereof the following:

"Section 15.02 Conditions to Issuance of Notes. With respect to each series of Notes, the requirements and conditions set forth in the Participation Agreement with respect to the Related Loans shall be satisfied and complied with simultaneously with or prior to the date of execution, authentication and delivery of Notes of such series pursuant to Section 3.05."

EXHIBIT A-2

(Series 2A - 2B)

<u>Supplement Number:</u>	Supplement No. 259
<u>Date of Supplement:</u>	As of November 15, 1978
<u>Name of Lessee:</u>	Scoular-Bishop Grain Company
<u>Title of Notes of This Series:</u>	Promissory Notes, Series 2A - 2B (Scholar-Bishop 1978 Equipment Trust No. 2)
<u>Maximum Aggregate Principal Amount of Notes of All Series:</u>	\$2 million
<u>Frequency of Interest Payments:</u>	Quarterly in arrears
<u>Rate of Interest on Notes of These Series:</u>	Notes of these Series shall bear in- terest from and including their respective dates of issuance to but excluding the date payment in full of the respective principal amount thereof is made at the rate of 10.25% per annum.
<u>Premium Payable on Prepayment of Notes on Termination:</u>	For purposes of each Supplement, if any prepayment of Notes of these series is to be made as contemplated by Section 14 of the Lease, such prepayment shall be made at a price equal to the principal amount of said Notes and all interest accrued and unpaid thereon to the date of prepayment plus a premium as follows:

<u>With respect to Series 2A, If Prepayment Occurs During 12 Month Period Commencing</u>	<u>Premium As Percentage of Outstanding Principal</u>
01/15/89	5.125%
01/15/90	4.6125%
01/15/91	4.10%
01/15/92	3.5875%
01/15/93	3.075%
01/15/94	2.5625%
01/15/95	2.05%
01/15/96	1.5375%
01/15/97	1.025%
01/15/98	0.5125%

With respect to Series 2B,
If Prepayment Occurs During
12 Month Period Commencing

Premium As Percentage
of Outstanding Principal

02/15/89	5.125%
02/15/90	4.6125%
02/15/91	4.10%
02/15/92	3.5875%
02/15/93	3.075%
02/15/94	2.5625%
02/15/95	2.05%
02/15/96	1.5375%
02/15/97	1.025%
02/15/98	0.5125%

Principal and Interest
Payment Dates:

With respect to Series 2A, April 15,
July 15, October 15 and January 15 of
each year. With respect to Series
2B, May 15, August 15, November 15
and February 15.

Series 2A

Series 2B

First Interest
Payment Date:

04/15/79

05/15/79

First Principal
Payment Date:

04/15/79

05/15/79

Last Principal
Payment Date:

01/15/99

02/15/99

Rate of Interest on Overdue Payments
of Principal, Premium and Interest:

A rate per annum equal to 12-1/4%,
but in no event at a rate per annum
greater than that permitted by
applicable law.

Name and Address of
Related Beneficiary:

ITT Industrial Credit Company
230 Hamm Building
St. Paul, Minnesota 55102
Attn: Mr. Steve M. Rickmeier

Related
Beneficiary's Counsel:

Faegre & Benson
1300 Northwestern Bank Bldg.
Minneapolis, Minn. 55402
Attn: David Beadie, Esq.

Additional Security
Pursuant to Section
2.01 of Indenture

For purposes of each Supplement, all of the Owner Trustee's right, title and interest in and to the Guaranty and the Remarketing Agreement described in Section 6.01 of each Supplement, except all the Indemnified Persons' respective rights to payments thereunder with respect to indemnification by the Lessee under the Lease.

Modifications of
Provisions of Indenture:

(A) For purposes of this Supplement, Section 1.03(f) of the Indenture is hereby amended by deleting the words "Messrs. Mudge Rose Guthrie & Alexander, 20 Broad Street, New York, New York 10005" in the definition of Lenders' Counsel and Trustee's Counsel and inserting in lieu thereof the words "Messrs. Cravath, Swaine & Moore, One Chase Manhattan Plaza, New York, New York 10005".

(B) For purposes of this Supplement, Section 3.07 of the Indenture is hereby amended by deleting the number "10.01" in the ninth line thereof and inserting in lieu thereof the numbers and words "8.01(b), (c) and (d), 10.01 and Article XIII".

(C) For purposes of this Supplement, Section 3.09 of the Indenture is hereby amended by inserting the words "or any other authorized representative of such party" between the words "Vice President" and "thereof" in the nineteenth line thereof.

(D) For purposes of this Supplement, Section 4.05 of the Indenture is hereby amended by inserting the words ", at its own expense," between the words "shall" and "furnish" in the fifth line thereof.

(E) For purposes of this Supplement, Section 4.06 of the Indenture is hereby amended by deleting the words "(a) pay to the Trustee the charge specified by the Trustee as necessary to cover the cost of such transfer or exchange and (b)" in the third and fourth lines thereof.

(F) For purposes of this Supplement, Section 4.08 of the Indenture is hereby amended by inserting the words ", unless an Event of Default under the Related Lease shall have occurred and be continuing" after the word "Lease" in the sixth line of paragraph (4) thereof.

(G) For purposes of this Supplement, Section 6.01 of the Indenture is hereby amended by inserting the words "(or, if such payment is received by the Trustee prior to the date it is required to be paid under the Related Lease, on the date such payment was required to be made)" between the words "Trustee" and "in" in the fifth line thereof.

(H) For purposes of this Supplement, Section 6.03 of the Indenture is hereby amended by (i) deleting the letter "(a)" in the second line thereof, (ii) deleting the words "paragraph (a) of" in the fourth line thereof and (iii) deleting the words "and after the Trustee has declared (as assignee from the Owner Trustee of the Related Lease) the Related Lease to be in default" in the fourth and fifth lines thereof.

(I) For purposes of this Supplement, Section 6.07 of the Indenture is hereby amended by (i) deleting the words "Related Event of Default or" in the first and sixth lines thereof and (ii) deleting the words "a Related Event of Default or" in the third line thereof.

(J) For purposes of this Supplement, Section 8.01 of the Indenture is hereby amended by (i) deleting the word "and" in the seventh line of paragraph (b) thereof, (ii) deleting the words "permit the Trust Agreement to be" in the first and second lines of paragraph (c) thereof and inserting in lieu thereof the words "terminate the Related Lease or permit the Trust Agreement to be terminated or", (iii) deleting the period at the end of paragraph (c) thereof and inserting in lieu thereof the word "; and", and (iv) inserting the following paragraph (d) immediately following paragraph (c) thereof:

"(d) The Owner Trustee will not, without the prior written consent of the Trustee, take any action which would interfere with the quiet possession by the Related Lessee of the Related Equipment as provided in the Related Lease."

(K) For purposes of this Supplement, Section 8.02 of the Indenture is hereby amended by (i) inserting the words "or shall breach" between the words "perform" and "any" in the first line of paragraph (b) thereof, (ii) deleting the words "and continuance of such failure" in the third line of paragraph (b) thereof and inserting in lieu thereof the words, "irrespective of any limitation of liability of the Owner Trustee contained herein or therein, and continuance of such failure or breach", (iii) deleting the word "or" in the seventh line of paragraph (b) thereof, (iv) inserting the words "or shall breach" between the words "perform" and "any" in the first line of paragraph (c) thereof, (v) deleting the words "and continuance of such a failure" in the third line of paragraph (c) thereof and inserting in lieu thereof the words ", irrespective of any limitation of liability of such Related Beneficiary contained herein or therein, and continuance of such a failure or breach", (vi) deleting the period at the end of paragraph (c) thereof and inserting in lieu thereof the word "; or" and (vii) inserting the following paragraph (d) immediately following paragraph (c) thereof:

"(d) the Owner Trustee shall fail to make any payment of principal or interest on any Note (irrespective of any limitation of liability of the Owner Trustee contained herein or therein) within ten days after having received written notice that the same is due and has not been paid."

(L) For purposes of this Supplement, Section 8.04 of the Indenture is hereby amended by inserting the words "or for foreclosure or sale of the Owner Trustee's interest therein or in the Related Lease" between the words "Equipment," and "and" in the fifth line of paragraph (2) thereof.

(M) For purposes of this Supplement, Section 10.06 of the Indenture is hereby amended by deleting "Section 10.01" in the third line thereof and inserting in lieu thereof "Section 3.07".

(N) For purposes of this Supplement, Article XIV of the Indenture is hereby amended by adding Section 14.05 thereto which shall read in full as follows:

"Section 14.05. Trustee's Consent Referred to in Section 14(b) of the Lease. Except as otherwise provided in the second sentence of Section 14(b) of the Lease, the Trustee shall not deliver the written consent referred to in the first sentence of Section 14(b) of the Lease unless Trustee shall have obtained the prior written consent of the registered owners of all Notes then outstanding of such series of Notes to be affected.

(0) For purposes of this Supplement, notwithstanding the provisions of Sections 3.06 and 5.01 of the Indenture with respect to the form of the Note, payments shall not be level consecutive payments of principal and interest, but rather, for each \$1,000,000 of principal amount of said Notes, payments of principal and interest shall be as follows:

Series 2A

<u>Principal Payment Dates</u>	<u>Payment (consisting of principal and interest on unpaid principal) per Principal Payment Date based upon \$1,000,000 principal amount of Note</u>
04/15/79 through 10/15/89	\$30,178.92
01/15/90 through 10/15/90	28,562.63
01/15/91 through 10/15/91	26,796.16
01/15/92 through 10/15/92	26,200.67
01/15/93 through 10/15/93	25,572.85
01/15/94 through 10/15/94	24,910.95
01/15/95 through 10/15/95	24,213.13
01/15/96 through 10/15/96	23,477.43
01/15/97 through 10/15/97	33,195.90
01/15/98 through 10/15/98	35,836.28
01/15/99	35,834.63

Series 2B

<u>Principal Payment Dates</u>	<u>Payment (consisting of principal and interest on unpaid principal) per Principal Payment Date based upon \$1,000,000 principal amount of Note</u>
05/15/79 through 11/15/89	\$29,535.99
02/15/90 through 11/15/91	36,098.92
02/15/92 through 11/15/92	25,606.00
02/15/93 through 11/15/93	24,992.03
02/15/94 through 11/15/94	24,344.73
02/15/95 through 11/15/95	23,662.30
02/15/96 through 11/15/96	22,942.82
02/15/97 through 11/15/97	32,489.03
02/15/98 through 11/15/98	34,866.14
02/15/99	34,865.44

(P) For the purposes of this Supplement, Section 15.02 of the Indenture is hereby amended by deleting such Section in its entirety and inserting in lieu thereof the following:

"Section 15.02 Conditions to Issuance of Notes. With respect to each series of Notes, the requirements and conditions set forth in the Participation Agreement with respect to the Related Loans shall be satisfied and complied with simultaneously with or prior to the date of execution, authentication and delivery of Notes of such series pursuant to Section 3.05."

EXHIBIT B
to Supplemental Indenture

DESCRIPTION OF EQUIPMENT*

Group of Equipment <u>(a)(b)</u>	<u>Quantity</u>	<u>Manufac- turer</u>	Description and AAR Mechanical <u>Designation</u>	Lessee's Identification <u>Numbers (b)</u>	Estimated Lessor's Cost <u>Per Item</u>	<u>Beneficiary</u>
1A or 1B, depending on date of acceptance of each Item	120	Marine Industrie Limitee	One-Hundred	SCOX 1400 - 1405	\$44,000	Northwestern National Bank of Minneapolis
			Ton 4650	SCOX 1410 - 1415		
			Cubic Feet	SCOX 1420 - 1425		
			Steel Covered	SCOX 1430 - 1435		
			Hopper Cars	SCOX 1440 - 1445		
			with Trough	SCOX 1450 - 1455		
			type hatch,	SCOX 1460 - 1465		
			Plate C	SCOX 1470 - 1475		
			(AAR-LO)	SCOX 1480 - 1485		
				SCOX 1490 - 1495		
				SCOX 1500 - 1505		
				SCOX 1510 - 1515		
				SCOX 1520 - 1525		
				SCOX 1530 - 1535		
				SCOX 1540 - 1545		
				SCOX 1550 - 1555		
				SCOX 1560 - 1565		
				SCOX 1570 - 1575		
				SCOX 1580 - 1585		
				SCOX 1590 - 1595		
2A or 2B, depending on date of acceptance of each Item	80	Marine Industrie Limitee	One-Hundred	SCOX 1406 - 1409	\$44,000	ITT Industrial Credit Company
			Ton 4650	SCOX 1416 - 1419		
			Cubic Feet	SCOX 1426 - 1429		
			Steel Covered	SCOX 1436 - 1439		
			Hopper Cars	SCOX 1446 - 1449		
			with Trough	SCOX 1456 - 1459		
			type hatch,	SCOX 1466 - 1469		
			Plate C	SCOX 1476 - 1479		
			(AAR-LO)	SCOX 1486 - 1489		
				SCOX 1496 - 1499		
				SCOX 1506 - 1509		
				SCOX 1516 - 1519		
				SCOX 1526 - 1529		
				SCOX 1536 - 1539		
				SCOX 1546 - 1549		
				SCOX 1556 - 1559		
				SCOX 1566 - 1569		
				SCOX 1576 - 1579		
				SCOX 1586 - 1589		
				SCOX 1596 - 1599		

* The term Equipment shall refer to the Equipment described above and an Item of Equipment shall refer to each unit of Equipment described above.

9644-C

RECORDATION NO. 9644-C Filed 1425

DEC 19 1978 - 8 45 AM

SUPPLEMENTAL INDENTURE INTERSTATE COMMERCE COMMISSION

Dated as of November 15, 1978

Between

FIRST SECURITY BANK OF UTAH, N.A.,
not in its individual capacity, but solely
as trustee severally for each of ITT Industrial
Credit Company and Northwestern National Bank
of Minneapolis under a Master Trust Agreement
dated as of October 1, 1976 between it and
Iitel Capital Services Corporation,
as Owner Trustee

and

UNITED STATES TRUST COMPANY OF NEW YORK,
not in its individual capacity, but solely
as trustee under a Trust Indenture dated as of
October 1, 1976 between it and the Owner Trustee,
as Trustee

Supplemental to Trust Indenture dated
as of October 1, 1976

SCOULAR-BISHOP GRAIN COMPANY
(1978) Equipment Trusts No. 1 and No. 2

SUPPLEMENTAL INDENTURE

THIS SUPPLEMENTAL INDENTURE dated as of November 15, 1978 supplementing the Trust Indenture dated as of October 1, 1976 (the Indenture) between UNITED STATES TRUST COMPANY OF NEW YORK, a New York corporation, as trustee severally for each of ITT Industrial Credit Company and Northwestern National Bank of Minneapolis (the Trustee), and FIRST SECURITY BANK OF UTAH, N.A., a national banking association, not in its individual capacity, but solely as trustee (the Owner Trustee) under a Master Trust Agreement dated as of October 1, 1976 between it and IteI Capital Services Corporation.

W I T N E S S E T H :

Whereas, the Lessee herein named has executed and delivered to the Owner Trustee the Lease herein defined;

Whereas, the Participation Agreement herein defined has been executed and delivered;

Whereas, pursuant to Section 15.01 of the Indenture, each separate exhibit attached hereto creates a separate Supplement (Supplement) (numbered the number set forth and dated the date set forth in each said exhibit) with respect to each series of promissory notes referred to in said exhibit;

Whereas, the Indenture was filed and recorded with the Interstate Commerce Commission on August 16, 1978 at 1:50 p.m. and given recordation number 9644-A;

N o w, T h e r e f o r e, in consideration of the premises and of other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

SECTION 1.01. The terms used in each Supplement shall, except as otherwise stated, have the meanings assigned to them in the Indenture.

SECTION 1.02. For the purposes of each Supplement, and of the Indenture insofar as it relates to the series of Notes created by each Supplement, the terms Maximum Aggregate Principal Amount, Rate of Interest, Interest Payment Dates, Principal Payment Dates, Long-Term Debt Rate Commencement Date, First Interest Payment Date, First Principal Payment Date, Last Principal Payment Date, Rate of Interest on Overdue Payments of Principal, Premium and Interest, Premium Payable on Prepayment of Notes on Termination Date, Related Beneficiary and Related Beneficiary's Counsel shall have the meanings with respect to Notes of each Series set forth in the Exhibit A hereto; and the following terms shall have the following meanings for all purposes and, together with all other defined terms herein, shall include the plural as well as the singular:

Equipment, and individually an Item or Item of Equipment, shall mean the items of equipment described in Exhibit B hereto, and, with respect to each Item of Leased Equipment, Group of Equipment shall have the meanings set forth in the Lease.

Lease shall mean the equipment lease between the Scoular-Bishop Grain Company and the Owner Trustee, dated as of November 15, 1978.

Lessee shall mean Scoular-Bishop Grain Company.

Lessee's Counsel shall mean the counsel named as "Lessee's Counsel" in the Participation Agreement.

Notes of each Series shall mean the promissory notes of the series created by each Supplement identified in Exhibit A hereto.

Participation Agreement shall mean the Participation Agreement dated as of the date hereof among the Owner Trustee, the Trustee, the Lessee, each Related Beneficiary, and each entity named therein as "Lender," which Participation Agreement contemplates the issue of the Notes of each Series and the investment in the Related Equipment by each Related Beneficiary.

ARTICLE II

SERIES OF NOTES ESTABLISHED BY EACH SUPPLEMENT

SECTION 2.01. There are hereby established each separate series of promissory notes identified in Exhibit A hereto to be known and entitled as set forth therein. Notes of each Series in an aggregate principal amount not exceeding the Maximum Aggregate Principal Amount relating to such series, except as provided in Section 3.09 of the Indenture, may be executed, authenticated and delivered in accordance with Section 3.05 of the Indenture.

SECTION 2.02. Each Note of each Series shall be dated the date of its authentication which shall be a Closing Date. The Notes of each Series shall bear interest from and including their respective dates on the unpaid principal balance thereof at the Rate of Interest with respect to such series, payable at the frequency set forth in Exhibit A hereto with respect to such series on the Interest Payment Dates of each year commencing on the First Interest Payment Date. The principal of each Note of each Series shall be payable in installments on the Principal Payment Dates in each year commencing on the First Principal Payment Date and ending on the Last Principal Payment Date. The amount of each payment shall be set forth on the Loan Schedule attached to such Note. Except in the case of any payments of interest only, all payments on each Note, unless otherwise set forth in Exhibit A hereto, are to be consecutive level

payments of principal and interest, except further that the last such payment shall be in an amount sufficient to discharge all unpaid principal of and premium, if any, and accrued interest on such Note in full.

SECTION 2.03. To the extent permitted by law, the Notes of each Series shall also bear interest on any part of the principal thereof or premium, if any, or interest thereon not paid when due for the period when the same shall be overdue at the Rate of Interest on Overdue Payments of Principal, Premium and Interest. Unless an Event of Default (as defined in the Lease) shall occur and be continuing, interest payable on any overdue payment of principal, premium or interest shall be paid only from amounts collected by the Trustee as interest at the Overdue Rate (as defined in the Lease) under the terms of the Lease.

ARTICLE III

CONDITIONS TO ISSUE OF NOTES OF EACH SERIES

SECTION 3.01. The opinion of Owner Trustee's Counsel, the opinion of Related Beneficiary's Counsel, the opinion of Trustee's Counsel and the opinion of Lender's Counsel specified in the Participation Agreement shall be to the further effect, if any, specified in Exhibit A hereto with respect to each series.

SECTION 3.02. The requirements and conditions set forth in Section 15.02 of the Indenture shall also include those, if any, set forth in Exhibit A hereto with respect to each series.

ARTICLE IV

PREPAYMENT

SECTION 4.01. The Notes of each Series shall also be subject to prepayment upon the terms and conditions, if any, set forth in Exhibit A with respect to each such series.

ARTICLE V

RELATED BENEFICIARY

SECTION 5.01. The address to which notice to each Related Beneficiary shall be addressed is set forth in Exhibit A hereto.

ARTICLE VI

SECURITY FOR NOTES OF EACH SERIES

SECTION 6.01. Except as provided in Article II of the Trust Indenture, the Owner-Trustee does by its execution and delivery of this Supplemental Indenture grant, bargain, sell, convey, assign, mortgage,

transfer, set-over, grant a security interest in and confirm unto the Trustee and to its successors and assigns in Trust, all of the Owner-Trustee's right, title and interest in and to the Lease, the Equipment, the Guaranty dated as of November 15, 1978 by The Scoular Company and the Remarketing Agreement dated as of November 15, 1978 among the Owner-Trustee, the Beneficiaries and Itel Corporation, Equipment Finance Division. If less than all Groups of Equipment subject to the Lease are to be security for the Notes of each Series, the Groups of Equipment which are to be security for the Notes of each such Series are identified in Exhibit A hereto with respect to each such series. Notwithstanding anything herein or in the Indenture to the contrary, upon the payment in full, including prepayment as provided for herein or in the Indenture, of all of the Notes relating to a Group of Equipment, the security interest created by the Indenture and hereby with respect to Items of Leased Equipment belonging to such Group shall terminate.

ARTICLE VII

MODIFICATION OF INDENTURE AND SUPPLEMENTAL INDENTURE

SECTION 7.01. This Supplemental Indenture and the Indenture, insofar as it relates to the Notes of each Series, are hereby amended and modified to the extent and in the manner set forth in Exhibit A relating to each such series.

ARTICLE VIII

MISCELLANEOUS

SECTION 8.01. Although this Supplemental Indenture may be dated for convenience and for the purpose of reference as of the date mentioned, the actual dates of execution by the Owner Trustee and the Trustee are as indicated by their respective acknowledgements hereto annexed.

SECTION 8.02. This Supplemental Indenture may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which, when so executed and delivered, shall

be an original, but all such counterparts shall together constitute but one and the same instrument. Fully executed sets of counterparts shall be delivered to, and retained by the Owner Trustee and the Trustee.

IN WITNESS WHEREOF, the parties hereto have each caused this Supplemental Indenture to be duly executed by their respective officers thereunto duly authorized, as of the date set forth in Exhibit A hereto.

FIRST SECURITY BANK OF UTAH, N.A.,
not in its individual capacity, but
solely as trustee for ITT Industrial
Credit Company under a Master Trust
Agreement dated as of October 1, 1976
between it and Itel Capital Services
Corporation,
as Owner Trustee

By _____
Authorized Officer

Attest:

Authorized Officer

FIRST SECURITY BANK OF UTAH, N.A.,
not in its individual capacity, but
solely as trustee for Northwestern
National Bank of Minneapolis under a
Master Trust Agreement dated as of
October 1, 1976 between it and Itel
Capital Services Corporation,
as Owner Trustee

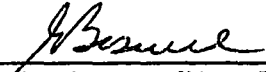
By _____
Authorized Officer

Attest:

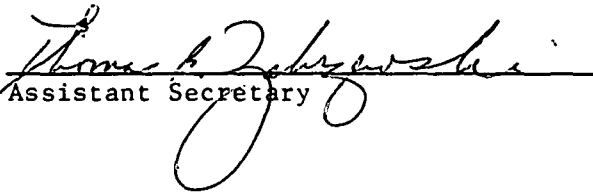
Authorized Officer

UNITED STATES TRUST COMPANY OF NEW
YORK, not in its individual capacity,
but solely as trustee under a Trust
Indenture dated as of October 1, 1976
between it and the Owner Trustee,
as Trustee

[Corporate Seal]

By 
Assistant Vice President

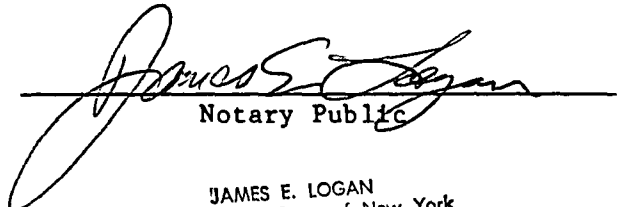
Attest:


Assistant Secretary

STATE OF NEW YORK,)
) ss.
COUNTY OF NEW YORK.)

On this 13th day of December, 1978, before me personally appeared GEORGE BOSWELL, to me personally known, who, being by me duly sworn, says that he is an Assistant Vice President of UNITED STATES TRUST COMPANY OF NEW YORK, that one of the seals affixed to the foregoing instrument is the corporate seal of said banking corporation and that said instrument was signed and sealed on behalf of said banking corporation by authority of its Board of ~~Directors~~ ^{Trustees} and he acknowledged that the execution of the foregoing instrument was the free act and deed of said banking corporation.

[NOTARIAL SEAL]


Notary Public

JAMES E. LOGAN
Notary Public, State of New York
No. 24-2393228
Qualified in Kings County
Certificate filed in New York County
Commission Expires March 30, 1979

STATE OF UTAH,)
) ss.
COUNTY OF SALT LAKE.)

On the _____ day of _____, 1978, before me personally appeared, _____, to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of FIRST SECURITY BANK OF UTAH, N.A., that one of the seals affixed to the foregoing instrument is the seal of said national banking association and that said instrument was signed and sealed on behalf of said national banking association by authority of its By-laws and he acknowledges that the execution of the foregoing instrument was the free act and deed of said national banking association.

Notary Public

[NOTARIAL SEAL]

EXHIBIT A-1
(Series 1A-1B)

<u>Supplement Number:</u>	Supplement No. 258
<u>Date of Supplement:</u>	As of November 15, 1978
<u>Name of Lessee:</u>	Scoular-Bishop Grain Company
<u>Title of Notes of This Series:</u>	Promissory Notes, Series 1A-1B Scoular-Bishop Grain Company 1978 Equipment Trust No. 1)
<u>Maximum Aggregate Principal Amount of Notes of All Series:</u>	\$3 million
<u>Frequency of Interest Payments:</u>	Quarterly in arrears
<u>Rate of Interest on Notes of These Series:</u>	Notes of these Series shall bear in- terest from and including their respective dates of issuance to but excluding the date payment in full of the respective principal amount thereof is made at the rate of 10.25% per annum.
<u>Premium Payable on Prepayment of Notes on Termination:</u>	For purposes of each Supplement, if any prepayment of Notes of these series is to be made as contemplated by Section 14 of the Lease, such prepayment shall be made at a price equal to the principal amount of said Notes and all interest accrued and unpaid thereon to the date of prepayment plus a premium as follows:

<u>With respect to Series 1A, If Prepayment Occurs During 12 Month Period Commencing</u>	<u>Premium As Percentage of Outstanding Principal</u>
01/15/89	5.125%
01/15/90	4.6125%
01/15/91	4.10%
01/15/92	3.5875%
01/15/93	3.075%
01/15/94	2.5625%
01/15/95	2.05%
01/15/96	1.5375%
01/15/97	1.025%
01/15/98	0.5125%

<u>With respect to Series 1B, If Prepayment Occurs During 12 Month Period Commencing</u>	<u>Premium As Percentage of Outstanding Principal</u>
02/15/89	5.125%
02/15/90	4.6125%
02/15/91	4.10%
02/15/92	3.5875%
02/15/93	3.075%
02/15/94	2.5625%
02/15/95	2.05%
02/15/96	1.5375%
02/15/97	1.025%
02/15/98	0.5125%

Principal and Interest
Payment Dates:

With respect to Series 1A, April 15, July 15, October 15 and January 15 of each year. With respect to Series 1B, May 15, August 15, November 15 and February 15.

	<u>Series 1A</u>	<u>Series 1B</u>
<u>First Interest Payment Date:</u>	04/15/79	05/15/79
<u>First Principal Payment Date:</u>	04/15/79	05/15/79
<u>Last Principal Payment Date:</u>	01/15/99	02/15/99

Rate of Interest on Overdue Payments
of Principal, Premium and Interest:

A rate per annum equal to 12-1/4% but in no event at a rate per annum greater than that permitted by applicable law.

Name and Address of
Related Beneficiary:

Northwestern National Bank of
Minneapolis
7th and Marquette
Minneapolis, Minnesota 55480
Attn: Mr. Perry Mead

Related
Beneficiary's Counsel:

Faegre & Benson
1300 Northwestern Bank Building
Minneapolis, Minnesota 55402
Attn: David Beadie, Esq.

Additional Security
Pursuant to Section
2.01 of Indenture:

For purposes of each Supplement, all of the Owner Trustee's right, title and interest in and to the Guaranty and the Remarketing Agreement described in Section 6.01 of each Supplement, except all the Indemnified Persons' respective rights to payments thereunder with respect to indemnification by the Lessee under the Lease.

Modifications of
Provisions of Indenture:

(A) For purposes of this Supplement, Section 1.03(f) of the Indenture is hereby amended by deleting the words "Messrs. Mudge Rose Guthrie & Alexander, 20 Broad Street, New York, New York 10005" in the definition of Lenders' Counsel and Trustee's Counsel and inserting in lieu thereof the words "Messrs. Cravath, Swaine & Moore, One Chase Manhattan Plaza, New York, New York 10005".

(B) For purposes of this Supplement, Section 3.07 of the Indenture is hereby amended by deleting the number "10.01" in the ninth line thereof and inserting in lieu thereof the numbers and words "8.01(b), (c) and (d), 10.01 and Article XIII".

(C) For purposes of this Supplement, Section 3.09 of the Indenture is hereby amended by inserting the words "or any other authorized representative of such party" between the words "Vice President" and "thereof" in the nineteenth line thereof.

(D) For purposes of this Supplement, Section 4.05 of the Indenture is hereby amended by inserting the words ", at its own expense," between the words "shall" and "furnish" in the fifth line thereof.

(E) For purposes of this Supplement, Section 4.06 of the Indenture is hereby amended by deleting the words "(a) pay to the Trustee the charge specified by the Trustee as necessary to cover the cost of such transfer or exchange and (b)" in the third and fourth lines thereof.

(F) For purposes of this Supplement, Section 4.08 of the Indenture is hereby amended by inserting the words ", unless an Event of Default under the Related Lease shall have occurred and be continuing" after the word "Lease" in the sixth line of paragraph (4) thereof.

(G) For purposes of this Supplement, Section 6.01 of the Indenture is hereby amended by inserting the words "(or, if such payment is received by the Trustee prior to the date it is required to be paid under the Related Lease, on the date such payment was required to be made)" between the words "Trustee" and "in" in the fifth line thereof.

(H) For purposes of this Supplement, Section 6.03 of the Indenture is hereby amended by (i) deleting the letter "(a)" in the second line thereof, (ii) deleting the words "paragraph (a) of" in the fourth line thereof and (iii) deleting the words "and after the Trustee has declared (as assignee from the Owner Trustee of the Related Lease) the Related Lease to be in default" in the fourth and fifth lines thereof.

(I) For purposes of this Supplement, Section 6.07 of the Indenture is hereby amended by (i) deleting the words "Related Event of Default or" in the first and sixth lines thereof and (ii) deleting the words "a Related Event of Default or" in the third line thereof.

(J) For purposes of this Supplement, Section 8.01 of the Indenture is hereby amended by (i) deleting the word "and" in the seventh line of paragraph (b) thereof, (ii) deleting the words "permit the Trust Agreement to be" in the first and second lines of paragraph (c) thereof and inserting in lieu thereof the words "terminate the Related Lease or permit the Trust Agreement to be terminated or", (iii) deleting the period at the end of paragraph (c) thereof and inserting in lieu thereof the word "; and", and (iv) inserting the following paragraph (d) immediately following paragraph (c) thereof:

"(d) The Owner Trustee will not, without the prior written consent of the Trustee, take any action which would interfere with the quiet possession by the Related Lessee of the Related Equipment as provided in the Related Lease."

(K) For purposes of this Supplement, Section 8.02 of the Indenture is hereby amended by (i) inserting the words "or shall breach" between the words "perform" and "any" in the first line of paragraph (b) thereof, (ii) deleting the words "and continuance of such failure" in the third line of paragraph (b) thereof and inserting in lieu thereof the words, "irrespective of any limitation of liability of the Owner Trustee contained herein or therein, and continuance of such failure or breach", (iii) deleting the word "or" in the seventh line of paragraph (b) thereof, (iv) inserting the words "or shall breach" between the words "perform" and "any" in the first line of paragraph (c) thereof, (v) deleting the words "and continuance of such a failure" in the third line of paragraph (c) thereof and inserting in lieu thereof the words ", irrespective of any limitation of liability of such Related Beneficiary contained herein or therein, and continuance of such a failure or breach", (vi) deleting the period at the end of paragraph (c) thereof and inserting in lieu thereof the word "; or" and (vii) inserting the following paragraph (d) immediately following paragraph (c) thereof:

"(d) the Owner Trustee shall fail to make any payment of principal or interest on any Note (irrespective of any limitation of liability of the Owner Trustee contained herein or therein) within ten days after having received written notice that the same is due and has not been paid."

(L) For purposes of this Supplement, Section 8.04 of the Indenture is hereby amended by inserting the words "or for foreclosure or sale of the Owner Trustee's interest therein or in the Related Lease" between the words "Equipment," and "and" in the fifth line of paragraph (2) thereof.

(M) For purposes of this Supplement, Section 10.06 of the Indenture is hereby amended by deleting "Section 10.01" in the third line thereof and inserting in lieu thereof "Section 3.07".

(N) For purposes of this Supplement, Article XIV of the Indenture is hereby amended by adding Section 14.05 thereto which shall read in full as follows:

"Section 14.05. Trustee's Consent Referred to in Section 14(b) of the Lease. Except as otherwise provided in the second sentence of Section 14(b) of the Lease, the Trustee shall not deliver the written consent referred to in the first sentence of Section 14(b) of the Lease unless Trustee shall have obtained the prior written consent of the registered owners of all Notes then outstanding of such series of Notes to be affected.

(O) For purposes of this Supplement, notwithstanding the provisions of Sections 3.06 and 5.01 of the Indenture with respect to the form of the Note, payments shall not be level consecutive payments of principal and interest, but rather, for each \$1,000,000 of principal amount of said Notes, payments of principal and interest shall be as follows:

Series 1A

<u>Principal Payment Dates</u>	<u>Payment (consisting of principal and interest on unpaid principal) per Principal Payment Date based upon \$1,000,000 principal amount of Note</u>
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01/15/94 through 10/15/94	24,910.95
01/15/95 through 10/15/95	24,213.13
01/15/96 through 10/15/96	23,477.43
01/15/97 through 10/15/97	33,195.90
01/15/98 through 10/15/98	35,836.28
01/15/99	35,834.63

Series 1B

<u>Principal Payment Dates</u>	<u>Payment (consisting of principal and interest on unpaid principal) per Principal Payment Date based upon \$1,000,000 principal amount of Note</u>
05/15/79 through 11/15/89	\$29,535.99
02/15/90 through 11/15/91	36,098.92
02/15/92 through 11/15/92	25,606.00
02/15/93 through 11/15/93	24,992.03
02/15/94 through 11/15/94	24,344.73
02/15/95 through 11/15/95	23,662.30
02/15/96 through 11/15/96	22,942.82
02/15/97 through 11/15/97	32,489.03
02/15/98 through 11/15/98	34,866.14
02/15/99	34,865.44

(P) For the purposes of this Supplement, Section 15.02 of the Indenture is hereby amended by deleting such Section in its entirety and inserting in lieu thereof the following:

"Section 15.02 Conditions to Issuance of Notes. With respect to each series of Notes, the requirements and conditions set forth in the Participation Agreement with respect to the Related Loans shall be satisfied and complied with simultaneously with or prior to the date of execution, authentication and delivery of Notes of such series pursuant to Section 3.05."

EXHIBIT A-2

(Series 2A - 2B)

<u>Supplement Number:</u>	Supplement No. 259
<u>Date of Supplement:</u>	As of November 15, 1978
<u>Name of Lessee:</u>	Scoular-Bishop Grain Company
<u>Title of Notes of This Series:</u>	Promissory Notes, Series 2A - 2B (Scholar-Bishop 1978 Equipment Trust No. 2)
<u>Maximum Aggregate Principal Amount of Notes of All Series:</u>	\$2 million
<u>Frequency of Interest Payments:</u>	Quarterly in arrears
<u>Rate of Interest on Notes of These Series:</u>	Notes of these Series shall bear in- terest from and including their respective dates of issuance to but excluding the date payment in full of the respective principal amount thereof is made at the rate of 10.25% per annum.
<u>Premium Payable on Prepayment of Notes on Termination:</u>	For purposes of each Supplement, if any prepayment of Notes of these series is to be made as contemplated by Section 14 of the Lease, such prepayment shall be made at a price equal to the principal amount of said Notes and all interest accrued and unpaid thereon to the date of prepayment plus a premium as follows:

<u>With respect to Series 2A, If Prepayment Occurs During 12 Month Period Commencing</u>	<u>Premium As Percentage of Outstanding Principal</u>
01/15/89	5.125%
01/15/90	4.6125%
01/15/91	4.10%
01/15/92	3.5875%
01/15/93	3.075%
01/15/94	2.5625%
01/15/95	2.05%
01/15/96	1.5375%
01/15/97	1.025%
01/15/98	0.5125%

With respect to Series 2B,
If Prepayment Occurs During
12 Month Period Commencing

Premium As Percentage
of Outstanding Principal

02/15/89	5.125%
02/15/90	4.6125%
02/15/91	4.10%
02/15/92	3.5875%
02/15/93	3.075%
02/15/94	2.5625%
02/15/95	2.05%
02/15/96	1.5375%
02/15/97	1.025%
02/15/98	0.5125%

Principal and Interest
Payment Dates:

With respect to Series 2A, April 15,
July 15, October 15 and January 15 of
each year. With respect to Series
2B, May 15, August 15, November 15
and February 15.

Series 2A

Series 2B

First Interest
Payment Date:

04/15/79

05/15/79

First Principal
Payment Date:

04/15/79

05/15/79

Last Principal
Payment Date:

01/15/99

02/15/99

Rate of Interest on Overdue Payments
of Principal, Premium and Interest:

A rate per annum equal to 12-1/4%,
but in no event at a rate per annum
greater than that permitted by
applicable law.

Name and Address of
Related Beneficiary:

ITT Industrial Credit Company
230 Hamm Building
St. Paul, Minnesota 55102
Attn: Mr. Steve M. Rickmeier

Related
Beneficiary's Counsel:

Faegre & Benson
1300 Northwestern Bank Bldg.
Minneapolis, Minn. 55402
Attn: David Beadie, Esq.

Additional Security
Pursuant to Section
2.01 of Indenture

For purposes of each Supplement, all of the Owner Trustee's right, title and interest in and to the Guaranty and the Remarketing Agreement described in Section 6.01 of each Supplement, except all the Indemnified Persons' respective rights to payments thereunder with respect to indemnification by the Lessee under the Lease.

Modifications of
Provisions of Indenture:

(A) For purposes of this Supplement, Section 1.03(f) of the Indenture is hereby amended by deleting the words "Messrs. Mudge Rose Guthrie & Alexander, 20 Broad Street, New York, New York 10005" in the definition of Lenders' Counsel and Trustee's Counsel and inserting in lieu thereof the words "Messrs. Cravath, Swaine & Moore, One Chase Manhattan Plaza, New York, New York 10005".

(B) For purposes of this Supplement, Section 3.07 of the Indenture is hereby amended by deleting the number "10.01" in the ninth line thereof and inserting in lieu thereof the numbers and words "8.01(b), (c) and (d), 10.01 and Article XIII".

(C) For purposes of this Supplement, Section 3.09 of the Indenture is hereby amended by inserting the words "or any other authorized representative of such party" between the words "Vice President" and "thereof" in the nineteenth line thereof.

(D) For purposes of this Supplement, Section 4.05 of the Indenture is hereby amended by inserting the words ", at its own expense," between the words "shall" and "furnish" in the fifth line thereof.

(E) For purposes of this Supplement, Section 4.06 of the Indenture is hereby amended by deleting the words "(a) pay to the Trustee the charge specified by the Trustee as necessary to cover the cost of such transfer or exchange and (b)" in the third and fourth lines thereof.

(F) For purposes of this Supplement, Section 4.08 of the Indenture is hereby amended by inserting the words ", unless an Event of Default under the Related Lease shall have occurred and be continuing" after the word "Lease" in the sixth line of paragraph (4) thereof.

(G) For purposes of this Supplement, Section 6.01 of the Indenture is hereby amended by inserting the words "(or, if such payment is received by the Trustee prior to the date it is required to be paid under the Related Lease, on the date such payment was required to be made)" between the words "Trustee" and "in" in the fifth line thereof.

(H) For purposes of this Supplement, Section 6.03 of the Indenture is hereby amended by (i) deleting the letter "(a)" in the second line thereof, (ii) deleting the words "paragraph (a) of" in the fourth line thereof and (iii) deleting the words "and after the Trustee has declared (as assignee from the Owner Trustee of the Related Lease) the Related Lease to be in default" in the fourth and fifth lines thereof.

(I) For purposes of this Supplement, Section 6.07 of the Indenture is hereby amended by (i) deleting the words "Related Event of Default or" in the first and sixth lines thereof and (ii) deleting the words "a Related Event of Default or" in the third line thereof.

(J) For purposes of this Supplement, Section 8.01 of the Indenture is hereby amended by (i) deleting the word "and" in the seventh line of paragraph (b) thereof, (ii) deleting the words "permit the Trust Agreement to be" in the first and second lines of paragraph (c) thereof and inserting in lieu thereof the words "terminate the Related Lease or permit the Trust Agreement to be terminated or", (iii) deleting the period at the end of paragraph (c) thereof and inserting in lieu thereof the word "; and", and (iv) inserting the following paragraph (d) immediately following paragraph (c) thereof:

"(d) The Owner Trustee will not, without the prior written consent of the Trustee, take any action which would interfere with the quiet possession by the Related Lessee of the Related Equipment as provided in the Related Lease."

(K) For purposes of this Supplement, Section 8.02 of the Indenture is hereby amended by (i) inserting the words "or shall breach" between the words "perform" and "any" in the first line of paragraph (b) thereof, (ii) deleting the words "and continuance of such failure" in the third line of paragraph (b) thereof and inserting in lieu thereof the words, "irrespective of any limitation of liability of the Owner Trustee contained herein or therein, and continuance of such failure or breach", (iii) deleting the word "or" in the seventh line of paragraph (b) thereof, (iv) inserting the words "or shall breach" between the words "perform" and "any" in the first line of paragraph (c) thereof, (v) deleting the words "and continuance of such a failure" in the third line of paragraph (c) thereof and inserting in lieu thereof the words ", irrespective of any limitation of liability of such Related Beneficiary contained herein or therein, and continuance of such a failure or breach", (vi) deleting the period at the end of paragraph (c) thereof and inserting in lieu thereof the word "; or" and (vii) inserting the following paragraph (d) immediately following paragraph (c) thereof:

"(d) the Owner Trustee shall fail to make any payment of principal or interest on any Note (irrespective of any limitation of liability of the Owner Trustee contained herein or therein) within ten days after having received written notice that the same is due and has not been paid."

(L) For purposes of this Supplement, Section 8.04 of the Indenture is hereby amended by inserting the words "or for foreclosure or sale of the Owner Trustee's interest therein or in the Related Lease" between the words "Equipment," and "and" in the fifth line of paragraph (2) thereof.

(M) For purposes of this Supplement, Section 10.06 of the Indenture is hereby amended by deleting "Section 10.01" in the third line thereof and inserting in lieu thereof "Section 3.07".

(N) For purposes of this Supplement, Article XIV of the Indenture is hereby amended by adding Section 14.05 thereto which shall read in full as follows:

"Section 14.05. Trustee's Consent Referred to in Section 14(b) of the Lease. Except as otherwise provided in the second sentence of Section 14(b) of the Lease, the Trustee shall not deliver the written consent referred to in the first sentence of Section 14(b) of the Lease unless Trustee shall have obtained the prior written consent of the registered owners of all Notes then outstanding of such series of Notes to be affected.

(0) For purposes of this Supplement, notwithstanding the provisions of Sections 3.06 and 5.01 of the Indenture with respect to the form of the Note, payments shall not be level consecutive payments of principal and interest, but rather, for each \$1,000,000 of principal amount of said Notes, payments of principal and interest shall be as follows:

Series 2A

<u>Principal Payment Dates</u>	<u>Payment (consisting of principal and interest on unpaid principal) per Principal Payment Date based upon \$1,000,000 principal amount of Note</u>
04/15/79 through 10/15/89	\$30,178.92
01/15/90 through 10/15/90	28,562.63
01/15/91 through 10/15/91	26,796.16
01/15/92 through 10/15/92	26,200.67
01/15/93 through 10/15/93	25,572.85
01/15/94 through 10/15/94	24,910.95
01/15/95 through 10/15/95	24,213.13
01/15/96 through 10/15/96	23,477.43
01/15/97 through 10/15/97	33,195.90
01/15/98 through 10/15/98	35,836.28
01/15/99	35,834.63

Series 2B

<u>Principal Payment Dates</u>	<u>Payment (consisting of principal and interest on unpaid principal) per Principal Payment Date based upon \$1,000,000 principal amount of Note</u>
05/15/79 through 11/15/89	\$29,535.99
02/15/90 through 11/15/91	36,098.92
02/15/92 through 11/15/92	25,606.00
02/15/93 through 11/15/93	24,992.03
02/15/94 through 11/15/94	24,344.73
02/15/95 through 11/15/95	23,662.30
02/15/96 through 11/15/96	22,942.82
02/15/97 through 11/15/97	32,489.03
02/15/98 through 11/15/98	34,866.14
02/15/99	34,865.44

(P) For the purposes of this Supplement, Section 15.02 of the Indenture is hereby amended by deleting such Section in its entirety and inserting in lieu thereof the following:

"Section 15.02 Conditions to Issuance of Notes. With respect to each series of Notes, the requirements and conditions set forth in the Participation Agreement with respect to the Related Loans shall be satisfied and complied with simultaneously with or prior to the date of execution, authentication and delivery of Notes of such series pursuant to Section 3.05."

EXHIBIT B
to Supplemental Indenture

DESCRIPTION OF EQUIPMENT*

Group of Equipment <u>(a)(b)</u>	<u>Quantity</u>	<u>Manufac- turer</u>	Description and AAR Mechanical <u>Designation</u>	Lessee's Identification <u>Numbers (b)</u>	Estimated Lessor's Cost <u>Per Item</u>	<u>Beneficiary</u>
1A or 1B, depending on date of acceptance of each Item	120	Marine Industrie Limitee	One-Hundred Ton 4650 Cubic Feet Steel Covered Hopper Cars with Trough type hatch, Plate C (AAR-LO)	SCOX 1400 - 1405 SCOX 1410 - 1415 SCOX 1420 - 1425 SCOX 1430 - 1435 SCOX 1440 - 1445 SCOX 1450 - 1455 SCOX 1460 - 1465 SCOX 1470 - 1475 SCOX 1480 - 1485 SCOX 1490 - 1495 SCOX 1500 - 1505 SCOX 1510 - 1515 SCOX 1520 - 1525 SCOX 1530 - 1535 SCOX 1540 - 1545 SCOX 1550 - 1555 SCOX 1560 - 1565 SCOX 1570 - 1575 SCOX 1580 - 1585 SCOX 1590 - 1595	\$44,000	Northwestern National Bank of Minneapolis
2A or 2B, depending on date of acceptance of each Item	80	Marine Industrie Limitee	One-Hundred Ton 4650 Cubic Feet Steel Covered Hopper Cars with Trough type hatch, Plate C (AAR-LO)	SCOX 1406 - 1409 SCOX 1416 - 1419 SCOX 1426 - 1429 SCOX 1436 - 1439 SCOX 1446 - 1449 SCOX 1456 - 1459 SCOX 1466 - 1469 SCOX 1476 - 1479 SCOX 1486 - 1489 SCOX 1496 - 1499 SCOX 1506 - 1509 SCOX 1516 - 1519 SCOX 1526 - 1529 SCOX 1536 - 1539 SCOX 1546 - 1549 SCOX 1556 - 1559 SCOX 1566 - 1569 SCOX 1576 - 1579 SCOX 1586 - 1589 SCOX 1596 - 1599	\$44,000	ITT Industrial Credit Company

* The term Equipment shall refer to the Equipment described above and an Item of Equipment shall refer to each unit of Equipment described above.